

# **EXHIBIT 2**

**CCR Holdings, LLC**  
a Wyoming limited liability company

December 31, 2019

Ryan N. Rice 2018 Irrevocable Trust  
c/o Andrew Share, Trustee  
Nixon Peabody LLP  
900 Elm Street  
Manchester, NH 03101

Re: Proposed Investment by Rice Trust

Ladies and Gentlemen:

This letter is intended to set forth and summarize the current mutual understandings of CCR Holdings, LLC (the “Company”) and Ryan N. Rice 2018 Irrevocable Trust (the “Rice Trust”) with respect to the anticipated commitments and agreements as set forth below. Neither party intends for this letter to create any legally binding or enforceable right or obligation for either party. Accordingly, except as set forth in Section 3 below, this letter is not a binding or legally enforceable agreement, imposes no obligations, liabilities or commitments upon the parties hereto, and grants no rights with respect to the transaction described herein. The parties agree to proceed at their own risk and expense regarding the subject matter of this letter until execution of a definitive agreement relating to the subject matter of this letter.


1. Recitals. The Company issued to Rice Trust a Secured Promissory Note dated April 10, 2019 in the principal amount of \$500,000 (the “April 2019 Note”). Rice Trust also entered into that certain Amended and Restated Security Agreement with the Company and the other creditor signatories thereto dated April 10, 2019 (the “Security Agreement”). The Company now desires to borrow an additional \$1,000,000 from Rice Trust in consideration for the issuance by the Company of an Amended and Restated Secured Promissory Note and Reaffirmation of Security Agreement.
2. Conversion of Notes; Investment. The parties currently intend, on or before February 14, 2020, to convert the outstanding balance under the Amended and Restated Secured Promissory Note (including all original principal and accrued interest) into an equity investment (the “Investment”) in Rehab.com, LLC (“Rehab.com”) which the parties contemplate would result in Rice Trust owning 12% of the outstanding equity of Rehab.com on a fully diluted basis implying a valuation of no less than \$12,500,000. The Company would have the option to repay the Amended and Restated Secured Promissory Note in full, in lieu of converting its balance into the Investment so long as such conversion has not yet been effectuated. The Investment would be subject to and conditioned upon (i) Rice Trust’s due diligence on Rehab.com (as deemed reasonably necessary or appropriate by Rice Trust); and (ii) the negotiation, execution and delivery of mutually acceptable documentation between Rehab.com and Rice Trust containing, among other things, representations, warranties, covenants, indemnities, restrictions and conditions typical to

agreements for transactions of this type. None of the parties would have any obligation to consummate the transactions described herein unless and until such agreements are executed and delivered by the parties, and then only in accordance with the terms, conditions and provisions thereof. Following the closing of the Investment, the parties currently intend that the outstanding Secured Promissory Note issued to Patrick Nagle, Jr. (original principal amount of \$2,000,000) on June 20, 2018 would be the only secured debt of the Company.

3. Confidentiality. All information received by or made available to either party pursuant to this letter shall be deemed to be the disclosing party's confidential information and shall be treated by the receiving party as such and shall not be disclosed to any third party or used for any purpose other than in furtherance of the transaction(s) contemplated by this letter.

Very truly yours,

**CCR HOLDINGS, LLC**

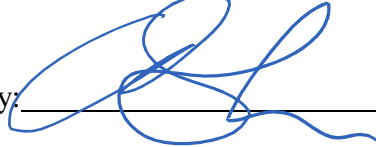
By:   
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Name: Patrick Nagle

Title: Manager

Agreed and Accepted:

**RYAN N. RICE 2018 IRREVOCABLE TRUST**

By: 

Name: Andrew L. Share

Title: Trustee